Sierra International Trucks, Inc. *and* International Association of Machinists and Aerospace Workers, AFL–CIO. Case 32–CA–14102

December 14, 1995

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS BROWNING AND COHEN

On June 30, 1995, Administrative Law Judge William L. Schmidt issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings, and conclusions[1] and to adopt the recommended Order.[2]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Sierra International Trucks, Inc., Fresno, California, its officers, agents, successors, and assigns, shall take the action set forth in the Order, except that the attached notice is substituted for that of the administrative law judge.

[1] Member Cohen does not pass on the judge's finding that Respondent's interest in the confidentiality of the sales agreement ended on June 15. As of that date, Respondent was engaged in settlement negotiations concerning ongoing litigation against the franchiser. Thus, the Respondent may well have had an interest in keeping the sales agreement confidential from the franchiser, and may have been concerned that disclosure to the Union would result in leakage to the franchiser. However, even assuming the validity of these concerns, the salient fact is that the Respondent furnished the sales agreement to the franchiser on or about June 30. Accordingly, any interest in confidentiality ended on that date. The Union's request was made on July 15.

In addition, Member Cohen notes that the sales agreement was approved by the franchiser on June 30. Although the litigation between Respondent and the franchiser was not settled until December 1, the sales agreement did not provide that it was contingent on such settlement.

[2] We shall substitute a new notice so that it conforms to the judge's recommended Order.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail or refuse to bargain collectively and in good faith with the International Association of Machinists and Aerospace Workers, AFL–CIO (the Union), concerning the effects resulting from the sale of our assets on or about August 1, 1994, on our employees in the following appropriate unit:

> All full-time and regular part-time service and parts employees, including mechanics, technicians, body men, parts men, parts runners, parts sales employees, helpers, detailers, and apprentices employed at our former dealership in Fresno, California; excluding office clerical employees, professional employees, guards, and supervisors as defined in the Act.

WE WILL NOT fail or refuse to furnish the Union with the information requested by it in its letter of July 15, 1994, so that the Union may discharge its duties as the employees' collective-bargaining representative.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL, on request, bargain with the Union concerning the effects on our employees in the above unit resulting from the sale of the assets of our former dealership.

WE WILL furnish the Union with the information requested by it in its July 15, 1994 letter, so that the Union may discharge its duties as the employees' collective-bargaining representative.

WE WILL pay employees in the above unit who were terminated on July 29, 1994, certain wages, with interest, as provided in the decision of the National Labor Relations Board.

SIERRA INTERNATIONAL TRUCKS, INC.

Gary M. Connaughton, Esq., for the General Counsel.
Barbara A. McAuliffe, Esq. (Lang, Reichert & Patch), of Fresno, California, for the Respondent.
Ted Neima, Grand Lodge Representative, of Oakland, California, for the Charging Party.

DECISION

STATEMENT OF THE CASE

WILLIAM L. SCHMIDT, Administrative Law Judge. I heard this case in Fresno, California, on January 12, 1995.[1] A charge was filed July 28, 1994, by the International Association of Machinists and Aerospace Workers, AFL–CIO (the Union), alleging that Sierra International Trucks, Inc. (Company or Respondent) engaged in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the National Labor Relations Act. On September 26, the Regional Director for Region 32 of the National Labor Relations Board (NLRB or Board) issued a complaint and notice of hearing that alleges that the Respondent refused to bargain concerning the effects

[1] All dates are 1994 unless otherwise indicated.

of its decision to sell its assets and refused to furnish the Union with relevant information necessary for the performance of its functions as the employee representative. The complaint seeks a remedial order in accord with *Transmarine Corp.*[2] The Respondent filed a timely answer denying that it engaged in the unfair labor practices alleged.

After carefully considering the record, the demeanor of the witnesses while testifying, and the parties' posthearing briefs, I find the Respondent violated the Act as alleged based on the following

FINDINGS OF FACT

I. RELEVANT EVIDENCE

The Respondent, a Delaware corporation with an office and place of business in Fresno, California, had been engaged in selling new and used trucks, parts, and accessories at a facility in Fresno, California (dealership), where it annually, in the course of its business operations, derived gross revenues in excess of $500,000, and purchased and received goods or services valued in excess of $5000 that originated outside the State of California. The Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. I further find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

The NLRB certified the Union in November 1993, and negotiations for a collective-bargaining agreement commenced in February 1994. Between February 14 and May 17, the parties held six bargaining sessions. At most bargaining sessions, Jack Farnesi, Respondent's controller, and Bryan Cossette, the dealership's general manager, served as the Company's principal negotiators; Union President Frank Santos and a unit committeeman represented the Union. Generally speaking, the bargaining atmosphere was cooperative and agreement was reached on numerous contract items, although not on several economic provisions, including wages. The Respondent claimed that it could not afford an economic package of the magnitude sought by the Union, and agreed to open its books and records to a third party who would provide the Union with information necessary to verify the Respondent's claim. The parties agreed to delay further meetings until the Company provided this financial information.

In the meantime, Respondent's officials actively pursued a buyer for the dealership. On June 15, Gus Cossette, the Respondent's principal owner and president, and Tom Pistacchio, president of Central California Kenworth dealership in Madera, California, entered into an asset purchase agreement contingent on approval from Navistar, the Respondent's franchiser, with the closing date set for August 1 or sooner.[3] On June 30, Gus Cossette and Santos discussed the sale by telephone, at which time Cossette confirmed that he was selling the Respondent's assets and franchise.

Prior to the June 30 Cossette-Santos discussion, however, Santos spoke with Farnesi on two occasions in which some discussion of the sale took place. Santos claims to have made contemporaneous written notes regarding these conversations, which date the first at June 21 and the second at June 29.[4] Farnesi, by contrast, recalled that the conversations took place around June 1 and 14, but he lacked confidence about both dates and appeared particularly uncertain of his recollection concerning the date of the second conversation. In view of Santos' written record, Farnesi's uncertainty, the inherent probability that the substance of the second conversation prompted the June 30 Cossette-Santos exchange, I credit Santos' account concerning the dates of these conversations.

In the first telephone conversation, Santos called Farnesi to be updated regarding the financial information requested in the May 17 bargaining session. Both sides agree that some discussion of the sale took place, and that Santos and Farnesi agreed to wait about a week to see if the sale would be made final. Both sides further agree that in the second conversation, Farnesi confirmed that Gus Cossette had reached an agreement with Pistacchio, but that the agreement was subject to approval by Navistar. In neither conversation did Santos request effects bargaining.

On their June 30 telephone conversation, Gus Cossette confirmed to Santos that the sale of the dealership was imminent. Santos stated that he would wait until he had information that the sale was approved or disapproved by Navistar. Accordingly, he did not request effects bargaining at this time.

Some time after this conversation and before July 15, Santos learned that Gus Cossette had told the employees of the sale and that the sale date was August 1. On July 15, Santos sent a letter to Gus Cossette, asking that they meet as soon as possible to negotiate the effects of the sale on bargaining unit employees, and requesting specific information regarding the sale, including the meaning of an ''asset sale'' with reference to the sale of the business, whether Gus Cossette would maintain full or partial ownership of the franchise, whether current employees would be retained, the identity of the new owner, and the precise date of the sale.

In response, Bryan Cossette sent Santos a letter on July 19 that Santos received July 20. This letter stated that the Respondent was in ongoing negotiations concerning the sale of the dealership's assets, that all details of the negotiations were confidential and would not be released, and that the information would be available when the negotiations were completed. No mention was made of Santos' request for effects bargaining.

On July 27, Santos sent a letter to both Gus Cossette and Bryan Cossette, again requesting effects bargaining and information regarding the sale. Santos received no response to this letter. On Friday, July 29, the Respondent terminated all of its bargaining unit employees and ceased operating the dealership. On Monday, August 1, the next business day, the franchise and assets were transferred to Pistacchio, who began operating the dealership at the same location. Apparently, all but two of the Respondent's former bargaining unit employees chose to work for Pistacchio and were hired as new employees after submitting employment applications. Fi-

[2] 170 NLRB 389 (1968).

[3] On June 30, Navistar sent a letter to Gus Cossette, apparently approving Pistacchio as the new Navistar contracted dealer for the geographic area; however, it is not clear from the letter that this comprised the entire ''approval'' required of Navistar by the asset purchase agreement.

[4] In its brief, the General Counsel twice asserts that Santos admitted to learning from Farnesi on June 15, rather than June 21, that sale of the dealership was imminent (G.C. Exh. 11). This assertion is not reflected in the record, and I assume from context of the brief that these are typographical errors.

nally, at some date in November, litigation between the Respondent and Navistar, which had been ongoing throughout the summer of 1994 and the resolution of which was a contingency of the assets sale agreement, was resolved.

II. FURTHER FINDINGS AND CONCLUSIONS

Section 8(a)(5) of the Act obliges an employer to ''bargain collectively with the representatives of his employees.'' Although an employer is not necessarily required to bargain over an economically motivated decision to sell all or part of its assets and terminate the bargaining unit employees, it must bargain with the bargaining unit representative, upon request, over the effects on unit employees of the decision to sell. *First National Maintenance Corp. v. NLRB*, 452 U.S. 666 (1981). An employer also has an obligation to furnish relevant information needed by the bargaining representative for the proper performance of its representative duties. *NLRB v. Acme Industrial Co*., 385 U.S. 432 (1967). Failure on the employer's part to supply information relevant and necessary to bargaining in itself constitutes a failure to bargain in good faith, in violation of Section 8(a)(5). *Pertec Computer*, 284 NLRB 810, 812 (1987).

The General Counsel claims that the Union was deprived of any meaningful opportunity to engage in effects bargaining. The General Counsel argues that Santos first learned of the imminent sale of the dealership shortly before sending to Gus Cossette the July 15 letter requesting effects bargaining and the assets sale agreement, and that this request was timely. General Counsel claims the Respondent's failure either to bargain or to provide the requested information therefore violates the duty to bargain over effects of a sale as set forth in *First National Maintenance*. The General Counsel seeks a limited backpay remedy as set forth in *Transmarine*, in order to ''make whole the employees for losses suffered as a result of the violation and to recreate in some practicable manner a situation in which the parties' bargaining position is not entirely devoid of economic consequences for the Respondent.''[5]

The Respondent, while acknowledging a duty under *First National Maintenance* to engage in effects bargaining upon the Union's request regarding the sale of the dealership, contends that (a) the Union had notice of the sale well in advance and, by failing to make a timely request for effects bargaining, waived its right to such bargaining; (b) the requested information was confidential, and the Respondent therefore had no duty to provide that information to the Union; (c) several of the Union's proposed subjects of effects bargaining would require renegotiation of a completed sales contract, which is not a mandatory subject of bargaining; and (d) no losses were suffered by the bargaining unit employees, making a *Transmarine* remedy inapplicable.

A. *The Failure to Engage in Effects Bargaining*

The Board, in determining whether a union has waived its right to bargain regarding effects of a sale or closure on bargaining unit employees, has looked to whether the union requested such bargaining within a reasonably brief period of time following notice of the sale or closure. See, e.g., *St. Louis Gateway Hotel*, 286 NLRB 863, 865 (1987); *Live Oak Skilled Care & Manor*, 300 NLRB 1040, 1040 (1990). The notice given the union, however, must be sufficiently clear to trigger a duty to request bargaining. The Respondent cites *Willamette Tug & Barge Co*. (employer waited until day of sale to inform union of decision to sell)[6] and *Show Industries* (employer misled union regarding nature of sale)[7] and correctly states that neither set of circumstances driving the Board's decision for the union in those cases is present in the instant case. As the Respondent observes, however, neither case addresses the situation in which a union is given notice of an impending but uncertain sale.

An employer asserting waiver of a statutory right to bargain has the burden of proving a clear relinquishment of that right. *NLRB v. Challenge-Cook Bros*., 843 F.2d 230, 233 (6th Cir. 1988). A union's obligation to request effects bargaining and so avoid waiver of the right to bargaining can thus only be triggered by a clear announcement that a firm decision has been made which affects the employees' terms and conditions of employment; an '''inchoate and imprecise' announcement of future plans,'' which stresses that no decision has yet been made is insufficient to trigger the obligation. *Oklahoma Fixture Co*., 314 NLRB 958, 960–961 (1994). The June 29 or 30 notice in this case was not imprecise in the sense that the Union was unaware of the Respondent's definite intention at some future time to sell the franchise and assets. The ever-present (and, both sides agree, highly uncertain) precondition of Navistar approval, however, and the absence of any specified sale date make it questionable whether the notice to the Union was such that it would trigger a duty to request effects bargaining. Such a request, even based on ''inchoate and imprecise'' notice, might have been prudent; but under these circumstances I do not believe the Union has waived its right to effects bargaining. Accordingly, I find that the Union's July 15 bargaining request was timely.

B. *The Union's Request for Information*

The Union's July 15 letter requesting effects bargaining also requested various information from the Employer, including the assets sale agreement. The Employer has not yet provided that agreement to the Union. Respondent contends that it was under no duty to provide the Union with the agreement, on the grounds that that information was confidential.

As noted above, an employer has an obligation to provide requested information relevant to a union's performance of its role as collective-bargaining representative. *NLRB v. Acme Industrial Co*., supra at 437. When, as with an assets sale agreement, the requested information pertains to matters occurring outside the bargaining unit, the burden is on the General Counsel to demonstrate that the information is relevant. *Knappton Maritime Corp*., 292 NLRB 236, 238 (1988); *Pfizer, Inc*., 268 NLRB 916 (1984), enfd. 736 F.2d 887 (7th Cir. 1985). The standard for relevancy is a ''liberal discovery-type standard.'' *NLRB v. Acme Industrial Co*., supra at 437.

The Union in its July 27 letter to the Respondent stated that it was ''entitled to [the assets sale agreement and other information] in order to determine whether a continuing obli-

[5] 170 NLRB at 390.

[6] 300 NLRB 282 (1990).

[7] 312 NLRB 447 (1993).

gation to bargain exists and if not, to initiate bargaining for possible severance benefits and other matters.'' The Board in a similar situation has found an assets sale agreement to be relevant when the union wished to determine, among other things, whether financial reserves had been established to cover items negotiated during effects bargaining, such as severance pay. *Transcript Newspapers*, 286 NLRB 124, 126 (1987), enfd. 856 F.2d 409 (1st Cir. 1988). Accordingly, I conclude that the assets sales agreement is relevant in this situation.

In any case, the Respondent does not argue that the agreement is irrelevant, but that it was confidential. The Respondent, concerned with the possibilities of interference from the franchisor with whom it was engaged in litigation and the potential loss of key employees—concerns based on past experiences—claims it wished to keep its sales negotiations confidential until final confirmation by Navistar. As confirmation was contingent on the resolution of the Respondent's litigation with Navistar, which did not occur until November, about 4 months after the sale of assets, confidentiality of the sale would apparently extend until the actual date of the sale. The Board in *Willamette* observed that the complex and delicate nature of sales negotiations ''may compel confidentiality in arriving at a sales agreement,'' justifying the withholding of notice to a union until the agreement is signed; nevertheless even where ''significant contingencies remain,'' barring highly unusual circumstances the employer is obligated to give timely notice to the union of the impending sale so that it may bargain over the effects on unit employees.[8] The *Willamette* rationale would justify the confidentiality of the sales agreement up to June 15, when the agreement was signed, but not afterwards. The Respondent was therefore required to provide the Union with the agreement in response to the Union's July 15 request.

C. *Remaining Contentions and Conclusions*

Respondent's remaining contentions merit brief discussion. Although Respondent would not have been obliged to renegotiate its sales agreement to secure the Union's recognition by the successor employer, other items such as severance pay and a continuation of benefits for employees who chose not to remain at the dealership are clearly grist for the bargaining mill. Respondent's contention that it was financially unable to provide benefits beyond those it bestowed on the unit employees essentially begs the question. Regardless of the benefits provided by Respondent, it was obliged to negotiate those benefits with the employee representative rather than unilaterally imposing them. As discussed in more detail in the remedy section, I find Respondent's reliance on *Raskin Packing Co.*, 246 NLRB 78 (1979), misplaced in fashioning these arguments. The circumstances present in that case are considerably different than those demonstrated here. For the foregoing reasons, I find Respondent violated Section 8(a)(1) and (5) as alleged.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act and is the exclusive bargaining representative of the following appropriate unit of employees:

> All full-time and regular part-time service and parts employees, including mechanics, technicians, body men, parts men, parts runners, parts sales employees, helpers, detailers, and apprentices employed by Respondent at its 2712 S. Fourth Street, Fresno, California facility; excluding office clerical employees, professional employees, guards, and supervisors as defined in the Act.

3. By refusing to bargain with the Union concerning the effects on employees concerning the sale of its assets and by failing to furnish the Union with information necessary for the performance of its duties as the collective-bargaining representative for the employees in the above unit, Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act.

4. The unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Board in *Transmarine* required that an employer who has unlawfully refused to engage in effects bargaining provide unit employees with a minimum of 2 weeks' backpay.[9] The goal of the limited backpay requirement is both to make employees whole for losses suffered as a result of the 8(a)(5) violation, and to recreate in a practicable manner a situation in which the parties' bargaining position is not entirely devoid of economic consequences for the employer. As there is no legal obligation for the Respondent in this case to bargain over the terms of an already executed sales agreement, issues such as benefits and rate of pay under the new employer do not implicate losses suffered as a result of an 8(a)(5) violation. Any losses suffered by employees in these areas are therefore not amenable to a *Transmarine* remedy. The Respondent does have a duty, however, to bargain over such matters as severance pay, payment of accrued benefits, continuation of health benefits for employees not reemployed by the new employer, etc. Its failure to do so requires that employees be made whole for losses incurred by such failure.

The Respondent argues that a *Transmarine* backpay award is inappropriate in a situation when, as here, all the employees have been offered employment with the new employer,

[8] 300 NLRB at 282–283.

[9] The Board in *Transmarine* ordered an employer who had refused to bargain over the effects on unit employees of a plant closure decision to pay the employees at their normal rate of pay beginning 5 days after the Board's decision until (1) an effects bargaining agreement was reached; (2) a bona fide bargaining impasse was reached; (3) the union failed to timely request or commence bargaining; or (4) the union failed to bargain in good faith—whichever event occurred first. Id. Further, ''in no event shall this sum be less than these employees would have earned for a 2-week period at the rate of their normal wages when last in the Respondent's employ.'' Id.

and so have purportedly suffered no losses. In the *Raskin Packing* case, the Board in determining that a *Transmarine* backpay award would be inappropriate relied in part on the fact that a successor employer offered employment to all former employees of a closed plant. The Board seemed to rely more heavily, however, on the fact that the former employer had closed the plant in an emergency situation, such that the union was never in a position to bargain over effects, there having been no possible way to bargain over effects before the closing. That is not the case here, the Union having requested effects bargaining on July 15, 2 weeks before the sale of the franchise and assets.

In *Live Oak Skilled Care & Manor*,[10] also a successorship case, the Board declined to address whether the 2 weeks' backpay remedy should be applied regardless of loss to employees, finding that it was not clear that employees had not suffered any loss. The Board found a *Transmarine* remedy appropriate, however, where the union might have been able to secure additional benefits for employees. Also in *Richmond Convalescent Hospital*,[11] the backpay remedy was awarded where the union requested effects bargaining ''at a time when the Union might have secured additional benefits for employees had the Respondents bargained in a timely manner over effects.'' In both of these cases, the Board's reference to a time when the union ''might have'' been able to secure additional benefits clearly refers to the bargaining strength only available to a union when bargaining is timely. Likewise, the reference in *Raskin* to the union's not being ''in a position of strength at a time when any bargaining about effects could have taken place'' explicitly refers to the previous sentences in that decision, in which the Board found that effects bargaining was not possible at any time previous to the plant closing, making timely bargaining impossible:

> Respondent's failure to bargain about effects here did not occur at a time the plant was still open. Respondent closed the plant in an almost emergency situation, and there was no way to bargain about effects before the closing. Thus, the predicate for the back pay awards in all the cases cited disappears, for the union was never in a position of strength at a time when any bargaining about effects could have taken place.

The Respondent has apparently misunderstood the force of the modality ''might have,'' taking its scope to include an employer's financial possibilities, rather than simply possibilities of timely negotiation. Whether an employer is financially able to provide severance pay, etc., however, does not go toward determining whether it is obligated to bargain over the effects of a sale. *Your Host*, 315 NLRB 295 (1994).

Similarly, it does not seem necessary in this case to determine the extent of ''actual'' loss to employees. The Respondent's failure to bargain over the effects of the sale of the franchise and assets has certainly resulted in the Union's inability to bargain for additional benefits, such as severance pay, and the employees' concomitant loss of these potential additional benefits. The *Transmarine* backpay remedy would therefore be appropriate in this situation, serving to restore the Union's bargaining position to one with economic consequences should the Respondent continue in its refusal to bargain.

[10] 300 NLRB 1040 (1990).

[11] 313 NLRB 1247 (1994).

Accordingly, the Respondent must bargain in good faith concerning the effects of the sale of the Respondent's assets. The Respondent must also provide the Union immediately with the information requested on July 15, including the assets sale agreement. Backpay is awarded in accord with *Transmarine*, to unit employees commencing 5 days after the date of the Board's Decision and Order in this case.[12] Backpay is to be computed using the *F. W. Woolworth*[13] calendar quarterly formula, adding interest as required in *New Horizons*.[14]

As Respondent no longer operates the dealership, the recommended Order provides for the mailing of the attached notice to employees which serves to advise the unit employees of their rights and the outcome of this matter.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[15]

ORDER

The Respondent, Sierra International Trucks, Inc., Fresno, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing or refusing to bargain with International Association of Machinists and Aerospace Workers, AFL–CIO, concerning the effects on employees represented by that labor organization resulting from the sale of its assets on or about August 1, 1994.

(b) Failing or refusing to furnish the International Association of Machinists and Aerospace Workers, AFL–CIO with the information requested by it in its letter of July 15, 1994, in order to discharge its duties as the collective-bargaining representative.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Bargain in good faith with the Union concerning the effects on employees which it represents resulting from the sale of its assets on or about August 1, 1994.

(b) Forthwith furnish the Union with the information requested in its letter of July 15, 1994.

(c) Make all employees represented by the Union who were terminated on July 29, 1994, as a result of its sale of assets whole in the manner set forth in the remedy section of the decision.

(d) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records

[12] Obviously, for all the employees immediately hired by the new owner of the dealership, this remedy will consist of the 2 weeks' backpay minimum.

[13] 90 NLRB 289 (1950).

[14] 283 NLRB 1173 (1987).

[15] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.Pending motions inconsistent with this Order are denied.

and reports, and all other records necessary to determine the backpay required by the terms of this Order.

(e) Mail copies of the attached notice marked ''Appendix''[16] to the last known address of each employee employed in the unit represented by the Union. Copies of the notice, on forms provided by the Regional Director for Region 32, shall be mailed after being signed by the Respondent's authorized representative.

(f) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[16] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''